

Exhibit 1

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Navi Singh Dhillon (SBN 279537); Christopher J. Carr (SBN 184076) Paul Hastings LLP 101 California Street, 48th Floor, San Francisco, CA 94111 TELEPHONE NO.: 415-856-7000 FAX NO.: EMAIL ADDRESS: navidhillon@paulhastings.com; chriscarr@paulhastings.com		FOR COURT USE ONLY
ATTORNEY FOR (Name): Petitioner and Plaintiff California Land Stewardship Council LLC SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA STREET ADDRESS: 1500 Court Street MAILING ADDRESS: CITY AND ZIP CODE: Redding 96001 BRANCH NAME: Main Courthouse		FILED FEB 13 2024
CASE NAME: California Land Stewardship Council LLC v. County of Shasta and its Board of Supervisors		SHASTA COUNTY SUPERIOR COURT BY: A. WADDLE, DEPUTY CLERK
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited <input type="checkbox"/> Limited (Amount demanded exceeds \$35,000) (Amount demanded is \$35,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: 204273
		JUDGE: DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input checked="" type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): Two

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 13, 2024

Navi Singh Dhillon

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

By Fax

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)–Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*If the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
- Asbestos Property Damage
- Asbestos Personal Injury/ Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
- Medical Malpractice— Physicians & Surgeons
- Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
- Premises Liability (e.g., slip and fall)
- Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
- Intentional Infliction of Emotional Distress
- Negligent Infliction of Emotional Distress
- Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
- Legal Malpractice
- Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
- Breach of Rental/Lease
- Contract (*not unlawful detainer or wrongful eviction*)
- Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
- Negligent Breach of Contract/ Warranty
- Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09)
- Collection Case–Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
- Auto Subrogation
- Other Coverage
- Other Contract (37)
- Contractual Fraud
- Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
- Writ of Possession of Real Property
- Mortgage Foreclosure
- Quiet Title
- Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*If the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
- Writ–Administrative Mandamus
- Writ–Mandamus on Limited Court Case Matter
- Writ–Other Limited Court Case Review
- Other Judicial Review (39)
- Review of Health Officer Order
- Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
- Abstract of Judgment (Out of County)
- Confession of Judgment (*non-domestic relations*)
- Sister State Judgment
- Administrative Agency Award (*not unpaid taxes*)
- Petition/Certification of Entry of Judgment on Unpaid Taxes
- Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
- Declaratory Relief Only
- Injunctive Relief Only (*non harassment*)
- Mechanics Lien
- Other Commercial Complaint Case (*non-tort/non-complex*)
- Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
- Civil Harassment
- Workplace Violence
- Elder/Dependent Adult Abuse
- Election Contest
- Petition for Name Change
- Petition for Relief From Late Claim
- Other Civil Petition

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10

11 SUPERIOR COURT OF CALIFORNIA
12 COUNTY OF SHASTA

13

14 CALIFORNIA LAND STEWARDSHIP
COUNCIL LLC,
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Petitioner and Plaintiff,

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v.

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COUNTY OF SHASTA and its BOARD OF
SUPERVISORS,

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Respondents and Defendants.

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FILED *(Handwritten)*

FEB 13 2024 *135*

SHASTA COUNTY SUPERIOR COURT
BY: A. WADDLE, DEPUTY CLERK

204273

Case No.

VERIFIED PETITION FOR WRIT OF
MANATE AND COMPLAINT

UNLIMITED JURISDICTION

By Fax

1 1. Petitioner and Plaintiff California Land Stewardship Council LLC (Petitioner)
2 brings this civil action against Respondents County of Shasta (County) and its Board of Supervisors
3 (Board), and alleges as follows:

THE CONTROVERSY

5 2. Over the objection of the County Fire Chief, the County Sheriff, and the County's
6 own lawyers and staff, the Board gave away millions of dollars of public funds via an agreement
7 with the developer of a casino. More specifically, the dispute concerns the Board's July 25, 2023,
8 unlawful approval of an "Intergovernmental Agreement" (Agreement) between the County and the
9 Redding Rancheria, a federally recognized Indian tribe (Tribe). The Tribe seeks to relocate its
10 existing casino to a nearby undeveloped 232-acre parcel of land on the banks of the Sacramento
11 River, known as "Strawberry Fields." There, the Tribe wants to build a new 1,123,272 square foot
12 gaming complex (Project), which includes a 9-story hotel that, according to the County Fire Chief,
13 would be the tallest building between Sacramento, California and Portland, Oregon.

14 3. The Agreement commits the County to provide services for the Project for a period
15 of up to 30 years, including law enforcement, fire, and other emergency services. In exchange, the
16 Tribe is required to make certain “non-recurring” (or one-time) and “recurring” payments to the
17 County. The claimed purpose of those payments is to mitigate the Project’s impacts related to
18 providing County services, and other fiscal impacts relating to traffic and roads. However, the
19 Board did not disclose or perform any cost-benefit or other analysis to determine whether the
20 payments called for by the Agreement were actually sufficient to compensate the County. In fact,
21 the payments are grossly insufficient by any measure. What’s more, the Board disregarded a
22 “scathing” report about the Agreement prepared by the County’s own outside counsel.

23 4. The Tribe has been attempting to obtain the necessary governmental approvals to
24 relocate its casino, including from the federal Bureau of Indian Affairs (BIA) and the California
25 Senate. The Board has historically opposed the Project, given its potential to cause significant
26 impacts to the community. For example, in an October 2019 letter to the BIA, the Board expressed
27 its concern that the Project would have a “detrimental impact on the Shasta County community that
28 cannot be adequately mitigated.”

1 5. By January 2023, four of the five Supervisors who had opposed the Project had been
 2 replaced. In early 2023, the Tribe and one or more Supervisors began negotiating the terms of the
 3 Agreement. The one remaining Supervisor who had voted against the Project in 2019 and 2022
 4 was, in her own words, kept “in the dark” as to the negotiations. Likewise, the County Counsel,
 5 Risk Manager, Sheriff, and Fire Chief were not kept apprised of the negotiations.

6 6. At the July 25, 2023, meeting, County staff and public safety department heads made
 7 formal presentations to the Board opposing the proposed Agreement. County staff recommended
 8 that the Board delay approving the Agreement to allow staff more time to analyze the Project’s
 9 potential impacts. Staff presented to the Board the below table, comparing (without adjusting for
 10 inflation) the drastic differences between the recurring and non-recurring payments the County
 11 would receive under the proposed Agreement and those received by other local governments in
 12 connection with similar agreements for similar sized projects.

California Intergovernmental Agreement Comparison						
	Shasta County Agreement: Redding Rancheria (Proposed)	Sonoma County Graton Rancheria (2012)	City of Rohnert Park Graton Rancheria (2013)	Madera County North Fork Rancheria (2004)	City of Madera North Fork Rancheria (2006)	Yuba County Enterprise Rancheria (2002)
Acres	232	254	254	305	305	40
Square Foot	69,500	65,000	65,000	68,150	68,150	91,000
# of Machines	1,200	3,000	3,000	2,000	2,000	2,100
# of Rooms	250	200	200	200	200	170
One-Time Payments	\$3.6M	\$5.1M	\$9.7M	\$6.9-17.9M	\$6.3M-10.3M	\$1.9M
Recurring Payments	\$50k	\$12.2M	\$12.0M	\$4.0M	\$1.1M	\$5.0M

13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 Staff explained that the “Agreement would not fully mitigate the anticipated costs related to the new Casino for providing law enforcement, fire emergency services, and the costs to maintain the County roads and traffic controls.”

22 7. Consistent with the concerns of staff, the Sheriff and Fire Chief also opposed the
 23 proposed Agreement. The Sheriff informed the Board that the payments would be insufficient to
 24 cover the cost to the County related to providing law enforcement services. He stated: “I am
 25 charged with looking out for the public safety of this County, and that’s why I am up here urging
 26 you and pleading with you that you defer your decision on this Agreement and give us a chance to
 27 go back to the table and negotiate with the Tribe and hopefully come up with a more equitable
 28 agreement.” The Fire Chief reached the same conclusion: “Just like the Sheriff, I am proposing to

1 you to make sure that all the information that you guys have is accurate in a timely manner and you
2 have all the fact[s] behind what, how that's going to impact, not only my shop but the Sheriff's
3 shop and everybody else. . . . And I obviously don't have the tools right now as your fire chief in
4 order to mitigate a significant event at that casino."

5 8. The County Counsel warned the Board that his office had not yet reviewed the
6 Agreement. Nor had the County's Risk Manager reviewed it. Shasta County Contracts Manual,
7 Administrative Policy 6-101 (Contracts Manual or Policy), requires non-standard contracts, such
8 as the proposed Agreement, to be reviewed and approved as to form by the County Counsel and
9 reviewed and approved by the County's Risk Manager.

10 9. Undeterred, the Board purported to vote to waive the Policy's requirements, without
11 first taking any formal action to amend the Policy to authorize such a waiver. It then voted to
12 approve the Agreement, as amended to remove the requirement that it "be approved as to form by
13 the County Counsel."

14 10. The Agreement is illegal. For example, the Board ignored its own procedures for
15 approving contracts. The Board also made its decision based on no evidence, recklessly committing
16 the County to a 30-year term. The financial terms of the Agreement are egregious and constitute
17 waste of public funds. In short, the Board failed to comply with its legal duties and prompt judicial
18 intervention is needed to protect the County.

THE PARTIES

20 11. Petitioner seeks to promote responsible government and advance the interests of its
21 members. Petitioner's members include residents of the County who have either: (i) been assessed
22 and are liable for a tax that funds the County; or (ii) within one year before the commencement of
23 this action, paid a tax that funds the County. Petitioner's members are concerned with the negative
24 impacts to the County and its residents that will result from the Board's unlawful approval of the
25 Agreement. Accordingly, Petitioner has a beneficial interest in the issuance of a writ within the
26 meaning of Code of Civil Procedure section 1086.

27 12. Respondent County is a political subdivision of the State of California. Respondent
28 Board is the local governing body for the County.

JURISDICTION AND VENUE

13. This Court has jurisdiction over the subject matter of this action under Code of Civil Procedure, sections 526a and 1085.

14. Venue is proper in this Court because this action involves a challenge to the Board's unlawful approval of the Agreement. (Code Civ. Proc. § 394, subd. (a).)

15. The Board approved the Agreement on July 25, 2023. That decision is final and the underlying administrative process is complete. Accordingly, any exhaustion requirement has been met or is excused due to futility.

THE LAW: COUNTY CONTRACTS MANUAL AND PROHIBITION AGAINST WASTE

A. Shasta County Contracts Manual, Policy 6-101.

12 16. The Contracts Manual establishes policies and procedures for the County to enter
13 into agreements or contracts. The Board formally adopted the Contracts Manual as Policy No. 6-
14 101. The Contracts Manual has been amended by the Board on numerous occasions via Policy
15 Resolutions.

16 17. Section 1.3 of the Contracts Manual “describes the responsibilities and procedures
17 that apply generally to contracts,” including the “responsibility for obtaining the best terms” for the
18 County (§ 1.3.4), and the requirement that all County contracts be reviewed and approved by the
19 County Counsel and the County’s Risk Manager (§ 1.3.3). Section 1.3.3 of the Contracts Manual
20 provides, in relevant part, that:

With the exception of certain pre-approved standard contracts and other specified low-risk contracts identified in this Manual (see e.g., Section 5.6), all contracts must be reviewed and signed for approval as to form by County Counsel.

10

The Risk Manager . . . must approve and sign all County contracts except those standard format contracts which department heads or the CEO can independently sign.

27 18. The Contracts Manual does not permit the Board to waive compliance with these
28 requirements.

1 **B. Taxpayer Actions under Section 526a.**

2 19. Code of Civil Procedure, section 526a permits a taxpayer to bring an action to
 3 restrain or prevent an “illegal” or “wasteful” expenditure of public money. “No showing of special
 4 damage to a particular taxpayer is required as a requisite for bringing a taxpayer suit.” (*Connerly*
 5 *v. State Personnel Bd.* (2001) 92 Cal.App.4th 16, 29.) California courts recognize the importance
 6 of taxpayer suits to ensure government accountability: “[T]he individual citizen must be able to
 7 take the initiative through taxpayers’ suits to keep government accountable on the state as well as
 8 on the local level.” (*Vasquez v. Cal.* (2003) 105 Cal.App.4th 849, 854.)

9 20. California courts broadly and liberally construe Section 526a to promote its remedial
 10 purpose. (See *Blair v. Pitchess* (1971) 5 Cal.3d 258, 267-68.) In that connection, taxpayer actions
 11 are permitted for both “actual or threatened expenditures of public funds.” (*Waste Mgmt. of*
 12 *Alameda Cnty., Inc. v. Cnty. of Alameda* (2000) 79 Cal.App.4th 1223, 1240, disapproved on other
 13 grounds.) Taxpayer actions may be used to challenge an agency’s decision to enter into an illegal
 14 contract. (See, e.g., *Miller v. McKinnon* (1942) 20 Cal.2d 83, 89; *A.J. Fistes Corp. v. GDL Best*
 15 *Contractors, Inc.* (2019) 38 Cal.App.5th 677, 689.) An injunction preventing the illegal or wasteful
 16 expenditure of funds is explicitly authorized. (Code Civ. Proc. § 526a, subd. (a).)

17 **FACTUAL BACKGROUND**

18 A. **The Tribe’s Proposed Project and the County’s Historic Opposition.**

19 21. The Tribe currently conducts gaming activities at its existing Win-River Casino
 20 located just off Interstate 5 in Redding, California. The Tribe seeks the County’s assistance in
 21 relocating its existing casino 1.6 miles northeast to the Strawberry Fields property. The Tribe plans
 22 to construct a massive 1,123,272 square foot gaming complex at Strawberry Fields, including a
 23 69,541 square foot casino, a 52,000 square foot event center, and a 9-story, 250-room hotel.

24 22. In 2003, the Tribe submitted a “fee-to-trust” application to the BIA to relocate its
 25 gaming facility from its existing location to Strawberry Fields. The BIA denied the Tribe’s request.
 26 In 2016, the Tribe re-submitted its request to the BIA, which agreed to take the Tribe’s request
 27 under consideration to give the Tribe time to prove the Project “would not be detrimental to the
 28 surrounding community.” (25 U.S.C. § 2719(a).)

1 23. Between 2016 and 2022, the Redding City Council and the Board consistently
2 opposed the Tribe's proposed Project. For example, in 2019, both the Redding City Council and
3 the Board sent letters to the BIA expressing their disapproval of the Project. The Board's letter
4 expressed its concern that the Project would have a "detrimental impact on the Shasta County
5 community that cannot be adequately mitigated."

6 **B. The Board Reverses Course.**

7 24. Between January 2021 and January 2023, four of the Board's five Supervisors were
8 replaced. In or around early 2023, one or more Supervisors began negotiating the terms of the
9 proposed Agreement with the Tribe. The fifth Supervisor—who had historically opposed the
10 Project—was excluded from the negotiations, as were the County's staff and its Sheriff, Fire Chief,
11 Counsel, and Risk Manager.

12 25. On June 30, 2023, the Tribe presented the Board with the proposed Agreement,
13 which the Board later approved, as amended, and then executed on behalf of the County. Pursuant
14 to Section 5(B) of the Agreement, it is to remain effective for a period of approximately 30 years,
15 unless the Tribe permanently ceases gaming at the Project sooner.

16 26. Section 2(A)-(C) of the Agreement provides that the Tribe is to "make non-recurring
17 (one-time) payments" to mitigate the Project's impacts to County services, including law
18 enforcement, fire, and emergency services. Section 2(D) also requires the Tribe to make a one-
19 time payment to mitigate the Project's impacts on County roads in accordance with the federal
20 Environmental Impact Statement and Record of Decision for the Project.

21 27. Section 3 of the Agreement requires the Tribe to make certain "recurring" payments
22 purportedly to: (i) mitigate the Project's impacts to law enforcement, fire, and emergency services,
23 based on the number of calls received for such services per year; and (ii) ensure the County roads
24 and traffic controls are "secured and maintained by the County for commercial and business traffic"
25 for the Project. Section 4 further provides that the recurring payments to the County are to be made
26 annually. Unlike the other intergovernmental agreements identified by County staff, none of the
27 recurring payments required under the Agreement would be adjusted for inflation.

1 **C. The Board Votes to Approve the Agreement.**

2 28. At its meeting of July 25, 2023, the Board received comments, and ultimately voted,
 3 on the proposed Agreement. The proposed Agreement was widely opposed.

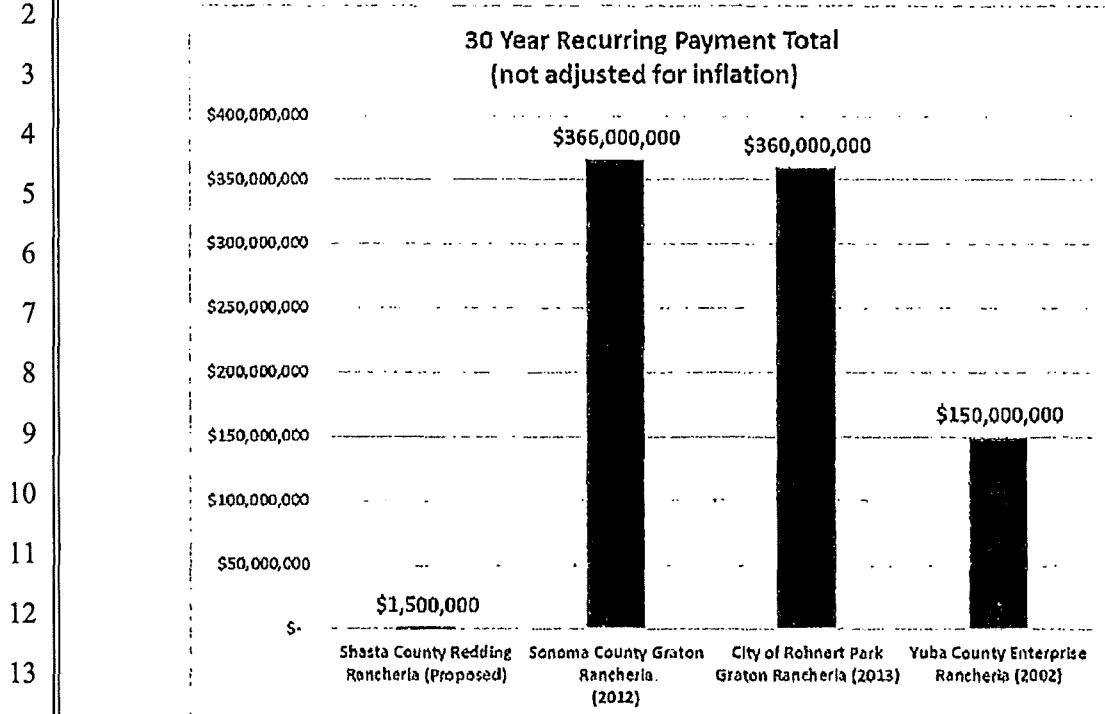
4 29. Pursuant to the Board's direction, County staff analyzed, on an expedited schedule,
 5 the impacts of the proposed Agreement. The Staff Report acknowledged that the intent of the
 6 Agreement is to "mitigate the County costs related to the new casino for providing law enforcement,
 7 fire and emergency services, and costs to maintain County roads and traffic controls and related
 8 costs." However, the Staff Report concluded the Agreement "would not fully mitigate the
 9 anticipated costs" to the County for providing those services. Accordingly, County staff
 10 recommended that the Board delay approving the proposed Agreement, to allow staff time to
 11 sufficiently analyze its impacts and negotiate revisions to its terms based upon that review.

12 30. Using the figures presented by County staff, the below table highlights the
 13 differences between the recurring and non-recurring payments the County would receive under the
 14 proposed Agreement and those received by other local governments. A row in the table adjusts the
 15 one-time payments for inflation¹ to show their present value relative to the one-time payments to
 16 the County under the Agreement:

California Intergovernmental Agreement Comparison				
Agreement	Shasta County Redding Rancheria (Proposed)	Sonoma County Graton Rancheria (2012)	City of Rohnert Park Graton Rancheria (2013)	Yuba County Enterprise Rancheria (2002)
Acres	232	254	254	40
Square Feet	69,500	65,000	65,000	91,000
# of Machines	1,200	3,000	3,000	2,100
# of Rooms	250	200	200	170
One-Time Payments (not adjusted for inflation)	\$3,600,000	\$5,100,000	\$9,700,000	\$1,900,000
Inflation Adjusted One-Time Payments	\$3,600,000	\$6,799,875	\$12,852,199	\$3,239,316
Recurring Payments (per annum) (not adjusted for inflation)	\$50,000	\$12,200,000	\$12,000,000	\$5,000,000
30 Year Recurring Payment Total (not adjusted for inflation)	\$1,500,000	\$366,000,000	\$360,000,000	\$150,000,000
30 Year Recurring Payment Total Per Square Foot (PSF) (not adjusted for inflation)	\$22	\$5,631	\$5,538	\$1,648

28 ¹ U.S. Bureau of Labor Statistics, CPI Inflation Calculator, https://www.bls.gov/data/inflation_calculator.htm (last accessed February 13, 2024.)

Below is a graph that simplifies some of the above information:



15 31. As noted, the County Sheriff and Fire Chief opposed the proposed Agreement,
16 expressing concerns about impacts to their departments and that the payments called for by the
17 proposed Agreement would not be nearly enough to cover the cost of providing law enforcement,
18 fire, and emergency services for the Project.

19 32. The Sheriff explained that, although the Agreement requires the Tribe to pay the
20 County a \$1,000 per call recurring payment for law enforcement services, the Tribe is not required
21 to compensate the County for any investigation that follows. The Sheriff estimated an investigation
22 of a major crime could easily cost in the range of \$10,000 to \$20,000—somewhere between a 900
23 percent and 1,900 percent underestimation for such services. Nor does the \$1,000 payment take
24 into account crimes committed at the Project site but reported from off-site. Nor does it take into
25 account proactive patrols taking place at the Project site. Nor does it take into account cost impacts
26 to related local law enforcement agencies, including the District Attorney's Office, Public
27 Defender's Office, Probation Department, courts, local police departments, and the local jail. The

1 Sheriff concluded his remarks by stating the following: "hastily passing an Agreement like this is
2 fiscally irresponsible to the citizens and long term viability of this County."

3 33. The Fire Chief explained that the Tribe's \$1 million non-recurring payment would
4 not be sufficient to cover the \$2.5 to \$3 million cost to purchase a new ladder firetruck, which
5 would be a necessary expense to respond to calls for the Project considering the planned 9-story
6 hotel. This represents an underestimation of somewhere between 150 percent and 200 percent.
7 Likewise, the Tribe's \$10,000 per call recurring payment would not be sufficient to cover either
8 the: (i) annual \$2.5 million in costs necessary to staff that fire truck to respond to calls at the Project
9 site; or (ii) cost to respond to a major emergency requiring significant resources (e.g., large fire,
10 multiple trucks).

11 34. The District Attorney for the City of Redding also opposed the Agreement and
12 expressed concerns over the negotiation process, as well as the potential impacts to her department.
13 She stated it was important to "get some real numbers" to ensure the safety of the community.

14 35. One Supervisor stated that she could not support an agreement that has not been
15 approved by County Counsel and County Risk Management. She stated the Board had received a
16 "scathing report" on the proposed Agreement from the County's outside legal counsel, which noted
17 several issues with the Agreement.

18 36. The County Counsel informed the Board that his office had not reviewed the
19 proposed Agreement, despite the Contracts Manual's requirement that the County Counsel and
20 Risk Manager review any non-standard contract before the County enters into it. The Board
21 nevertheless purported to vote to "waive" the requirement—which had also been set forth in the
22 proposed Agreement itself (Section 5(A)(ii)).

23 37. The Board ultimately voted 4-1 to approve the Agreement, as amended. The County
24 was undeterred by the knowledge that: (i) the Agreement would result in the County having to
25 expend funds to provide services for the Project far in excess of the payments it would receive from
26 the Tribe; and (ii) entering into the Agreement would violate its own Policy.

27

28

1 38. The Board's approval of the Agreement and decision to enter into the Agreement on
2 behalf of the County was unlawful and constitutes an illegal and wasteful expenditure of public
3 funds.

FIRST CAUSE OF ACTION

(Petition for Writ of Mandate – Code Civ. Proc. § 1085)

6 39. Petitioner hereby incorporates each paragraph set forth above.

7 40. The County's Contracts Manual, Policy No. 6-101, requires non-standard contracts
8 to be reviewed and approved as to form by the County Counsel and reviewed and approved by the
9 County's Risk Manager before they are entered into by the County. The Policy does not permit the
10 County or its Board to waive this requirement. The Board unlawfully purported to waive this
11 requirement, and then approved and entered into the Agreement on behalf of the County. The
12 Board did so without first adopting a formal resolution as required to amend the County's Policy
13 to authorize such a waiver. In addition to violating the Contract Manual, the decision to approve
14 the Agreement is devoid of any evidentiary support.

15 41. Petitioner seeks a writ directing Respondents to set aside the approval of the
16 Agreement because the Board failed to comply with its ministerial and other legal duties (e.g., not
17 commit waste) and also acted in a manner that is arbitrary, capricious and an abuse of discretion.
18 No other plain, speedy and adequate legal remedy exists.

SECOND CAUSE OF ACTION

(Taxpayer Action for Illegal and Wasteful Expenditure - Code Civ. Proc. § 526a)

42. Petitioner hereby incorporates each paragraph set forth above.

22 43. The Board's decision to enter into the Agreement on behalf of the County constitutes
23 an illegal act, waste of, and/or injury to, the County's funds and/or property. The Board recklessly
24 committed the County to provide services to a casino on Tribal land for a 30-year term without any
25 benefit to the public. In effect, the Board gifted tens of millions of dollars of public funds to the
26 Tribe. The Board claimed the goal of the payments under the Agreement was to mitigate the
27 negative impacts of the casino but the evidence at trial will show the payments would not come

1 close to achieving that goal. The Board's decision was intentional and the product of a "backroom
2 deal" that elevated the interests of the Tribe over those of the County.

3 **PRAYER FOR RELIEF**

4 Wherefore, Petitioner prays that the Court issue the following relief:

5 1. A declaration to the effect that the Board's approval of the Agreement was contrary
6 to law.

7 2. A writ directing the Board to set aside and/or rescind its decision to approve and
8 enter into the Agreement on behalf of the County.

9 3. A permanent injunction prohibiting Respondents from taking acts, spending public
10 funds, or using public resources in furtherance of the Agreement.

11 4. An award of Petitioner's reasonable fees and costs, including under Code of Civil
12 Procedure section 1021.5.

13 5. For such other and further relief as the Court deems just and proper.

14 **DEMAND FOR JURY TRIAL**

15 Petitioner hereby demands trial by jury.

16 Respectfully submitted,

17 DATED: February 13, 2024

PAUL HASTINGS LLP

19 By: 
20 NAVI SINGH DHILLON

21 Attorneys for Petitioner and Plaintiff
22 CALIFORNIA LAND STEWARDSHIP
23 COUNCIL LLC

VERIFICATION

As authorized by Code of Civil Procedure section 446, subdivision (a), because my office is not located in the County in which Petitioner and Plaintiff California Land Stewardship Council LLC is headquartered, I, Dylan J. Crosby, submit this verification. I have read this Verified Petition for Writ of Mandate and Complaint and am informed and believe that the matters therein are true, and on that ground allege that the matters stated therein are true.

Executed at San Francisco, California on February 13, 2024.

DYLAN J. CROSBY

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

County of Shasta, Shasta County Board of Supervisors

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

California Land Stewardship Council LLC

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED

FEB 13 2024

SHASTA COUNTY SUPERIOR COURT
BY: A. WADDLE, DEPUTY CLERK

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Shasta County Superior Court, 1500 Court Street, Redding, CA 96001

CASE NUMBER:
(Número del Caso):

204273

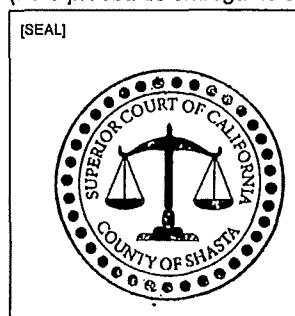
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Navi Singh Dhillon; Paul Hastings LLP, 101 California Street, 48th Floor, San Francisco, CA 94111; Ph: 415-856-7000

DATE: **FEB 13 2024** Clerk, by _____ Deputy _____
(Fecha) (Secretario) *A. Waddle* (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED:** You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify): _____
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify): _____
4. by personal delivery on (date): _____

By Fax

1 NAVI SINGH DHILLON (SBN 279537)
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6 San Francisco, California 94111
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8 Attorneys for Petitioner and Plaintiff
CALIFORNIA LAND STEWARDSHIP
COUNCIL LLC
9

10

11 SUPERIOR COURT OF CALIFORNIA
12 COUNTY OF SHASTA
13

14 CALIFORNIA LAND STEWARDSHIP
COUNCIL LLC,
15

Petitioner and Plaintiff,
16

v.
17

COUNTY OF SHASTA and its BOARD OF
18 SUPERVISORS,
19

Respondents and Defendants.
20

Case No. 204273

FIRST AMENDED VERIFIED PETITION
FOR WRIT OF MANDATE AND
COMPLAINT

UNLIMITED JURISDICTION

By Fax

21

22

23

24

25

26

27

28

FILED

FEB 27 2024 RP

SHASTA COUNTY SUPERIOR COURT
BY: M. PARTRIDGE, DEPUTY CLERK

1 1. Petitioner and Plaintiff California Land Stewardship Council LLC (Petitioner)
2 brings this civil action against Respondents County of Shasta (County) and its Board of Supervisors
3 (Board), and alleges as follows:

THE CONTROVERSY

5 2. Over the objection of the County Fire Chief, the County Sheriff, and the County's
6 own lawyers and staff, the Board gave away millions of dollars of public funds via an agreement
7 with the developer of a casino. More specifically, the dispute concerns the Board's July 25, 2023,
8 unlawful approval of an "Intergovernmental Agreement" (Agreement) between the County and the
9 Redding Rancheria, a federally recognized Indian tribe (Tribe). The Tribe seeks to relocate its
10 existing casino to a nearby undeveloped 232-acre parcel of land on the banks of the Sacramento
11 River, known as "Strawberry Fields." There, the Tribe wants to build a new 1,123,272 square foot
12 gaming complex (Project), which includes a 9-story hotel that, according to the County Fire Chief,
13 would be the tallest building between Sacramento, California and Portland, Oregon.

14 3. The Agreement commits the County to provide services for the Project for a period
15 of up to 30 years, including law enforcement, fire, and other emergency services. In exchange, the
16 Tribe is required to make certain “non-recurring” (or one-time) and “recurring” payments to the
17 County. The claimed purpose of those payments is to mitigate the Project’s impacts related to
18 providing County services, and other fiscal impacts relating to traffic and roads. However, the
19 Board did not disclose or perform any cost-benefit or other analysis to determine whether the
20 payments called for by the Agreement were actually sufficient to compensate the County. In fact,
21 the payments are grossly insufficient by any measure. What’s more, the Board disregarded a
22 “scathing” report about the Agreement prepared by the County’s own outside counsel.

23 4. The Tribe has been attempting to obtain the necessary governmental approvals to
24 relocate its casino, including from the federal Bureau of Indian Affairs (BIA) and the California
25 Senate. The Board has historically opposed the Project, given its potential to cause significant
26 impacts to the community. For example, in an October 2019 letter to the BIA, the Board expressed
27 its concern that the Project would have a “detrimental impact on the Shasta County community that
28 cannot be adequately mitigated.”

1 5. By January 2023, four of the five Supervisors who had opposed the Project had been
 2 replaced. In early 2023, the Tribe and one or more Supervisors began negotiating the terms of the
 3 Agreement in earnest. The one remaining Supervisor who had voted against the Project in 2019
 4 and 2022 was, in her own words, kept “in the dark” as to the negotiations. Likewise, the County
 5 Counsel, Risk Manager, Sheriff, and Fire Chief were not kept apprised of the negotiations.

6 6. At the July 25, 2023, meeting, County staff and public safety department heads made
 7 formal presentations to the Board opposing the proposed Agreement. County staff recommended
 8 that the Board delay approving the Agreement to allow staff more time to analyze the Project’s
 9 potential impacts. Staff presented to the Board the below table, comparing (without adjusting for
 10 inflation) the drastic differences between the recurring and non-recurring payments the County
 11 would receive under the proposed Agreement and those received by other local governments in
 12 connection with similar agreements for similar sized projects.

California Intergovernmental Agreement Comparison						
Agreement:	Shasta County Redding Rancheria (Proposed)	Sonoma County Graton Rancheria (2012)	City of Rohnert Park Graton Rancheria (2013)	Madera County North Fork Rancheria (2004)	City of Madera North Fork Rancheria (2006)	Yuba County Enterprise Rancheria (2002)
Acres	232	254	254	305	305	40
Square Feet	69,500	65,000	65,000	68,150	68,150	91,000
# of Machines	1,200	3,000	3,000	2,000	2,000	2,100
# of Rooms	250	200	200	200	200	170
One-Time Payments	\$3.6M	\$5.1M	\$9.7M	\$6.9M-17.9M	\$6.3M-10.3M	\$1.9M
Recurring Payments	\$50k	\$12.2M	\$12.0M	\$4.0M	\$1.1M	\$5.0M

13 19 Staff explained that the “Agreement would not fully mitigate the anticipated costs related to the
 20 new Casino for providing law enforcement, fire emergency services, and the costs to maintain the
 21 County roads and traffic controls.” Consistent with the concerns of staff, the Sheriff and Fire Chief
 22 also opposed the proposed Agreement.

23 7. The Sheriff informed the Board that the payments would be insufficient to cover the
 24 cost to the County related to providing law enforcement services. He stated: “I am charged with
 25 looking out for the public safety of this County, and that’s why I am up here urging you and
 26 pleading with you that you defer your decision on this Agreement and give us a chance to go back
 27 to the table and negotiate with the Tribe and hopefully come up with a more equitable agreement.”
 28 The Fire Chief reached the same conclusion: “Just like the Sheriff, I am proposing to you to make

1 sure that all the information that you guys have is accurate in a timely manner and you have all the
2 fact[s] behind what, how that's going to impact, not only my shop but the Sheriff's shop and
3 everybody else. . . . And I obviously don't have the tools right now as your fire chief in order to
4 mitigate a significant event at that casino."

5 8. The County Counsel warned the Board that his office had not yet reviewed the
6 Agreement. Nor had the County's Risk Manager reviewed it. Shasta County Contracts Manual,
7 Administrative Policy 6-101 (Contracts Manual or Policy), requires non-standard contracts, such
8 as the proposed Agreement, to be reviewed and approved as to form by the County Counsel and
9 reviewed and approved by the County's Risk Manager.

10 9. Undeterred and against the recommendation of County Counsel, the Board
11 purported to vote to waive the Policy's requirements, without first taking any formal action to
12 amend the Policy to authorize such a waiver. It then voted to approve the Agreement, as amended
13 to remove the requirement that it "be approved as to form by the County Counsel." The lone
14 Supervisor that voted against the Agreement noted it reflected "poor judgment" to ignore the advice
15 of County Counsel.

16 10. The Agreement is illegal. The Board ignored its own procedures for approving
17 contracts. But that is not all. For example, Supervisor Crye acknowledged the Agreement smacked
18 of “corruption” or “total incompetence.” Supervisor Crye further conceded the process was
19 “egregious.” Yet Crye remarkably still voted in favor of the Tribe. This is highly improper.

20 11. The Board also made its decision without disclosing sufficient evidence at any
21 public meeting, recklessly committing the County to a 30-year term. Indeed, the Tribe claims it
22 presented evidence to certain County officials but that claimed evidence was not disclosed to the
23 public during the meeting on the Agreement. The financial terms of the Agreement harm the
24 County and constitute a waste of public funds. In short, the Board failed to comply with its legal
25 duties and prompt judicial intervention is needed to protect the County from this “backroom deal.”

THE PARTIES

27 12. Petitioner seeks to promote responsible government and advance the interests of its
28 members. Petitioner's members include residents of the County who have either: (i) been assessed

1 and are liable for a tax that funds the County; or (ii) within one year before the commencement of
2 this action, paid a tax that funds the County. Petitioner's members are concerned with the negative
3 impacts to the County and its residents that will result from the Board's unlawful approval of the
4 Agreement. Accordingly, Petitioner has a beneficial interest in the issuance of a writ within the
5 meaning of Code of Civil Procedure section 1086.

6 13. Respondent County is a political subdivision of the State of California. Respondent
7 Board is the local governing body for the County.

JURISDICTION AND VENUE

9 14. This Court has jurisdiction over the subject matter of this action under Code of Civil
10 Procedure, sections 526a and 1085.

11 15. Venue is proper in this Court because this action involves a challenge to the Board's
12 unlawful approval of the Agreement. (Code Civ. Proc. § 394, subd. (a).)

13 16. The Board approved the Agreement on July 25, 2023. That decision is final and the
14 underlying administrative process is complete. Accordingly, any exhaustion requirement has been
15 met or is excused due to futility.

THE LAW: COUNTY CONTRACTS MANUAL AND PROHIBITION AGAINST WASTE

A. Shasta County Contracts Manual, Policy 6-101.

19 17. The Contracts Manual establishes policies and procedures for the County to enter
20 into agreements or contracts. The Board formally adopted the Contracts Manual as Policy No. 6-
21 101. The Contracts Manual has been amended by the Board on numerous occasions via Policy
22 Resolutions.

23 18. Section 1.3 of the Contracts Manual “describes the responsibilities and procedures
24 that apply generally to contracts,” including the “responsibility for obtaining the best terms” for the
25 County (§ 1.3.4), and the requirement that all County contracts be reviewed and approved by the
26 County Counsel and the County’s Risk Manager (§ 1.3.3). Section 1.3.3 of the Contracts Manual
27 provides, in relevant part, that:

With the exception of certain pre-approved standard contracts and other specified low-risk contracts identified in this Manual (see e.g., Section 5.6), all contracts must be reviewed and signed for approval as to form by County Counsel.

[¶]

The Risk Manager . . . must approve and sign all County contracts except those standard format contracts which department heads or the CEO can independently sign.

19. The Contracts Manual does not permit the Board to waive compliance with these requirements.

B. Taxpayer Actions under Section 526a.

20. Code of Civil Procedure, section 526a permits a taxpayer to bring an action to restrain or prevent an “illegal” or “wasteful” expenditure of public money. “No showing of special damage to a particular taxpayer is required as a requisite for bringing a taxpayer suit.” (*Connelly v. State Personnel Bd.* (2001) 92 Cal.App.4th 16, 29.) California courts recognize the importance of taxpayer suits to ensure government accountability: “[T]he individual citizen must be able to take the initiative through taxpayers’ suits to keep government accountable on the state as well as on the local level.” (*Vasquez v. Cal.* (2003) 105 Cal.App.4th 849, 854.)

21. California courts broadly and liberally construe Section 526a to promote its remedial purpose. (See *Blair v. Pitchess* (1971) 5 Cal.3d 258, 267-68.) In that connection, taxpayer actions are permitted for both “actual or threatened expenditures of public funds.” (*Waste Mgmt. of Alameda Cnty., Inc. v. Cnty. of Alameda* (2000) 79 Cal.App.4th 1223, 1240, disapproved on other grounds.) Taxpayer actions may be used to challenge an agency’s decision to enter into an illegal contract. (See, e.g., *Miller v. McKinnon* (1942) 20 Cal.2d 83, 89; *A.J. Fistes Corp. v. GDL Best Contractors, Inc.* (2019) 38 Cal.App.5th 677, 689.) An injunction preventing the illegal or wasteful expenditure of funds is explicitly authorized. (Code Civ. Proc. § 526a, subd. (a).)

FACTUAL BACKGROUND

A. The Tribe’s Proposed Project and the County’s Historic Opposition.

22. The Tribe currently conducts gaming activities at its existing Win-River Casino located just off Interstate 5 in Redding, California. The Tribe seeks the County’s assistance in

1 relocating its existing casino 1.6 miles northeast to the Strawberry Fields property. The Tribe plans
2 to construct a massive 1,123,272 square foot gaming complex at Strawberry Fields, including a
3 69,541 square foot casino, a 52,000 square foot event center, and a 9-story, 250-room hotel.

4 23. In 2003, the Tribe submitted a “fee-to-trust” application to the BIA to relocate its
5 gaming facility from its existing location to Strawberry Fields. The BIA denied the Tribe’s request.
6 In 2016, the Tribe re-submitted its request to the BIA, which agreed to take the Tribe’s request
7 under consideration to give the Tribe time to prove the Project “would not be detrimental to the
8 surrounding community.” (25 U.S.C. § 2719(a).)

9 24. Between 2016 and 2022, the Redding City Council and the Board consistently
10 opposed the Tribe’s proposed Project. For example, in 2019, both the Redding City Council and
11 the Board sent letters to the BIA expressing their disapproval of the Project. The Board’s letter
12 expressed its concern that the Project would have a “detrimental impact on the Shasta County
13 community that cannot be adequately mitigated.”

14 **B. The Board Reverses Course.**

15 25. Between January 2021 and January 2023, four of the Board’s five Supervisors were
16 replaced. In or around early 2023, one or more Supervisors renewed negotiations regarding the
17 terms of the proposed Agreement with the Tribe. The fifth Supervisor—who had historically
18 opposed the Project—was excluded from the negotiations, as were the County’s staff and its
19 Sheriff, Fire Chief, Counsel, and Risk Manager.

20 26. On June 30, 2023, the Tribe presented the Board with the proposed Agreement,
21 which the Board later approved, as amended, and then executed on behalf of the County. Pursuant
22 to Section 5(B) of the Agreement, it is to remain effective for a period of approximately 30 years,
23 unless the Tribe permanently ceases gaming at the Project sooner.

24 27. Section 2(A)-(C) of the Agreement provides that the Tribe is to “make non-recurring
25 (one-time) payments” to mitigate the Project’s impacts to County services, including law
26 enforcement, fire, and emergency services. Section 2(D) also requires the Tribe to make a one-
27 time payment to mitigate the Project’s impacts on County roads in accordance with the federal
28 Environmental Impact Statement and Record of Decision for the Project.

1 28. Section 3 of the Agreement requires the Tribe to make certain “recurring” payments
 2 purportedly to: (i) mitigate the Project’s impacts to law enforcement, fire, and emergency services,
 3 based on the number of calls received for such services per year; and (ii) ensure the County roads
 4 and traffic controls are “secured and maintained by the County for commercial and business traffic”
 5 for the Project. Section 4 further provides that the recurring payments to the County are to be made
 6 annually. Unlike the other intergovernmental agreements identified by County staff, none of the
 7 recurring payments required under the Agreement would be adjusted for inflation.

8 **C. The Board Votes to Approve the Agreement.**

9 29. At its meeting of July 25, 2023, the Board received comments, and ultimately voted,
 10 on the proposed Agreement. The proposed Agreement was widely opposed.

11 30. Pursuant to the Board’s direction, County staff analyzed, on an expedited schedule,
 12 the impacts of the proposed Agreement. The Staff Report acknowledged that the intent of the
 13 Agreement is to “mitigate the County costs related to the new casino for providing law enforcement,
 14 fire and emergency services, and costs to maintain County roads and traffic controls and related
 15 costs.” However, the Staff Report concluded the Agreement “would not fully mitigate the
 16 anticipated costs” to the County for providing those services. Accordingly, County staff
 17 recommended that the Board delay approving the proposed Agreement, to allow staff time to
 18 sufficiently analyze its impacts and negotiate revisions to its terms based upon that review.

19 31. Using the figures presented by County staff, the below table highlights the
 20 differences between the recurring and non-recurring payments the County would receive under the
 21 proposed Agreement and those received by other local governments. A row in the table adjusts the
 22 one-time payments for inflation¹ to show their present value relative to the one-time payments to
 23 the County under the Agreement:

24

25

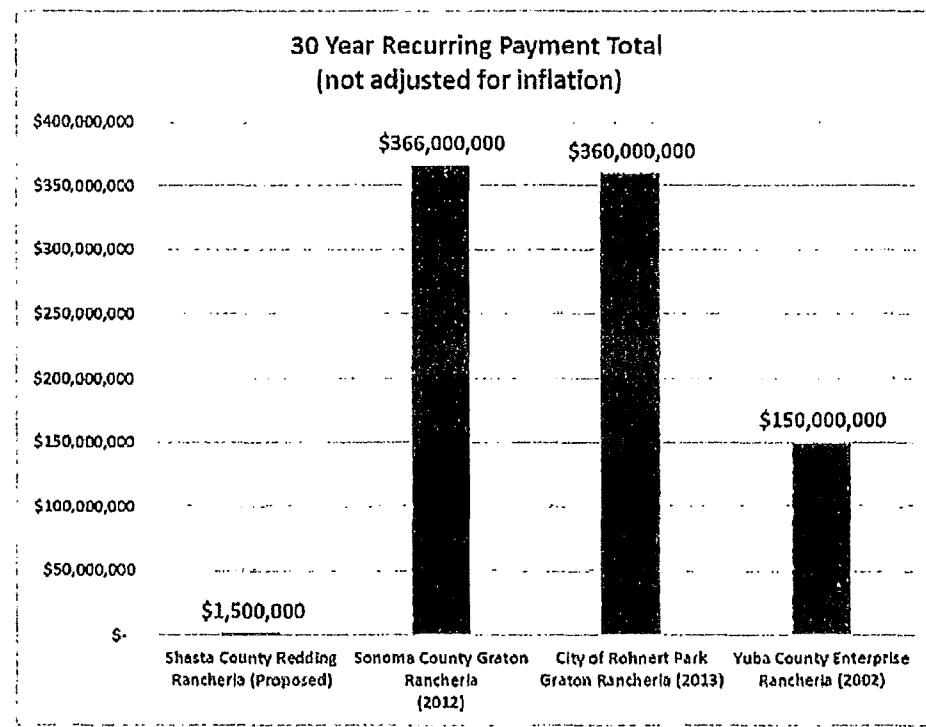
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28 ¹ U.S. Bureau of Labor Statistics, CPI Inflation Calculator, https://www.bls.gov/data/inflation_calculator.htm (last accessed February 13, 2024.)

California Intergovernmental Agreement Comparison				
Agreement	Shasta County Redding Rancheria [Proposed]	Sonoma County Graton Rancheria (2012)	City of Rohnert Park Graton Rancheria (2013)	Yuba County Enterprise Rancheria (2002)
Acres	232	254	254	40
Square Feet	69,500	65,000	65,000	91,000
# of Machines	1,200	3,000	3,000	2,100
# of Rooms	250	200	200	170
One-Time Payments (not adjusted for inflation)	\$3,600,000	\$5,100,000	\$9,700,000	\$1,900,000
Inflation Adjusted One-Time Payments	\$3,600,000	\$6,799,875	\$12,952,199	\$3,239,316
Recurring Payments (per annum) (not adjusted for inflation)	\$50,000	\$12,200,000	\$12,000,000	\$5,000,000
30 Year Recurring Payment Total (not adjusted for inflation)	\$1,500,000	\$366,000,000	\$360,000,000	\$150,000,000
30 Year Recurring Payment Total Per Square Foot (PSF) (not adjusted for inflation)	\$22	\$5,631	\$5,538	\$1,648

Below is a graph that simplifies some of the above information:



32. As noted, the County Sheriff and Fire Chief opposed the proposed Agreement, expressing concerns about impacts to their departments and that the payments called for by the

1 proposed Agreement would not be nearly enough to cover the cost of providing law enforcement,
2 fire, and emergency services for the Project.

3 33. The Sheriff explained that, although the Agreement requires the Tribe to pay the
4 County a \$1,000 per call recurring payment for law enforcement services, the Tribe is not required
5 to compensate the County for any investigation that follows. The Sheriff estimated an investigation
6 of a major crime could easily cost in the range of \$10,000 to \$20,000—somewhere between a 900
7 percent and 1,900 percent underestimation for such services. Nor does the \$1,000 payment take
8 into account crimes committed at the Project site but reported from off-site. Nor does it take into
9 account proactive patrols taking place at the Project site. Nor does it take into account cost impacts
10 to related local law enforcement agencies, including the District Attorney's Office, Public
11 Defender's Office, Probation Department, courts, local police departments, and the local jail. The
12 Sheriff concluded his remarks by stating the following: "hastily passing an Agreement like this is
13 fiscally irresponsible to the citizens and long term viability of this County."

14 34. The Fire Chief explained that the Tribe's \$1 million non-recurring payment would
15 not be sufficient to cover the \$2.5 to \$3 million cost to purchase a new ladder firetruck, which
16 would be a necessary expense to respond to calls for the Project considering the planned 9-story
17 hotel. This represents an underestimation of somewhere between 150 percent and 200 percent.
18 Likewise, the Tribe's \$10,000 per call recurring payment would not be sufficient to cover either
19 the: (i) annual \$2.5 million in costs necessary to staff that fire truck to respond to calls at the Project
20 site; or (ii) cost to respond to a major emergency requiring significant resources (e.g., large fire,
21 multiple trucks).

22 35. The District Attorney for the City of Redding also opposed the Agreement and
23 expressed concerns over the negotiation process, as well as the potential impacts to her department.
24 She stated it was important to "get some real numbers" to ensure the safety of the community.

25 36. One Supervisor stated that she could not support an agreement that has not been
26 approved by County Counsel and County Risk Management. She stated the Board had received a
27 "scathing report" on the proposed Agreement from the County's long-time outside legal counsel
28 that had previously worked on similar intergovernmental agreements. She explained that the report

1 noted "several issues" with the proposed Agreement and that, in her opinion, going against the
2 advice of outside counsel and County Counsel reflected "poor judgment."

3 37. The County Counsel informed the Board that his office had not reviewed the
4 proposed Agreement, despite the Contracts Manual's requirement that the County Counsel and
5 Risk Manager review any non-standard contract before the County enters into it. The Board
6 nevertheless purported to vote to "waive" the requirement against the recommendation of County
7 Counsel—which had also been set forth in the proposed Agreement itself (Section 5(A)(ii)).

8 38. The Board ultimately voted 4-1 to approve the Agreement, as amended. The Board
9 was undeterred by the knowledge that: (i) the Agreement would result in the County having to
10 expend funds to provide services for the Project far in excess of the payments it would receive from
11 the Tribe; and (ii) entering into the Agreement would violate its own Policy.

12 39. The Board's approval of the Agreement and decision to enter into the Agreement on
13 behalf of the County was unlawful and constitutes an illegal and wasteful expenditure of public
14 funds.

FIRST CAUSE OF ACTION

(Petition for Writ of Mandate – Code Civ. Proc. § 1085)

17 40. Petitioner hereby incorporates each paragraph set forth above.

18 41. The County's Contracts Manual, Policy No. 6-101, requires non-standard contracts
19 to be reviewed and approved as to form by the County Counsel and reviewed and approved by the
20 County's Risk Manager before they are entered into by the County. The Policy does not permit the
21 County or its Board to waive this requirement. The Board unlawfully purported to waive this
22 requirement, and then approved and entered into the Agreement on behalf of the County. The
23 Board did so without first adopting a formal resolution as required to amend the County's Policy
24 to authorize such a waiver. In addition to violating the Contract Manual, the decision to approve
25 the Agreement is devoid of any evidentiary support.

26 42. Petitioner seeks a writ directing Respondents to set aside the approval of the
27 Agreement because the Board failed to comply with its ministerial and other legal duties (e.g., not

1 commit waste) and also acted in a manner that is arbitrary, capricious and an abuse of discretion.
2 No other plain, speedy and adequate legal remedy exists.

3 **SECOND CAUSE OF ACTION**

4 **(Taxpayer Action for Illegal and Wasteful Expenditure - Code Civ. Proc. § 526a)**

5 43. Petitioner hereby incorporates each paragraph set forth above.
6 44. The Board's decision to enter into the Agreement on behalf of the County constitutes
7 an illegal act, waste of, and/or injury to, the County's funds and/or property. The Board recklessly
8 committed the County to provide services to a casino on Tribal land for a 30-year term without any
9 benefit to the public. In effect, the Board gifted tens of millions of dollars of public funds to the
10 Tribe. The Board claimed the goal of the payments under the Agreement was to mitigate the
11 negative impacts of the casino but the evidence at trial will show the payments would not come
12 close to achieving that goal. The Board's decision was intentional and the product of a "backroom
13 deal" that elevated the interests of the Tribe over those of the County.

14 **PRAYER FOR RELIEF**

15 Wherefore, Petitioner prays that the Court issue the following relief:

16 1. A declaration to the effect that the Board's approval of the Agreement was contrary
17 to law.

18 2. A writ directing the Board to set aside and/or rescind its decision to approve and
19 enter into the Agreement on behalf of the County.

20 3. A permanent injunction prohibiting Respondents from taking acts, spending public
21 funds, or using public resources in furtherance of the Agreement.

22 4. An award of Petitioner's reasonable fees and costs, including under Code of Civil
23 Procedure section 1021.5.

24 5. For such other and further relief as the Court deems just and proper.

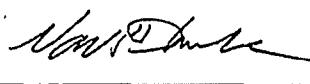
25 **DEMAND FOR JURY TRIAL**

26 Petitioner hereby demands trial by jury.

27 Respectfully submitted,

1 DATED: February 27, 2024

PAUL HASTINGS LLP

2
3 By: 
4 NAVI SINGH DHILLON

5 Attorneys for Petitioner and Plaintiff
6 CALIFORNIA LAND STEWARDSHIP
7 COUNCIL LLC

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VERIFICATION

As authorized by Code of Civil Procedure section 446, subdivision (a), because my office is not located in the County in which Petitioner and Plaintiff California Land Stewardship Council LLC is headquartered, I, Dylan J. Crosby, submit this verification. I have read this First Amended Verified Petition for Writ of Mandate and Complaint and am informed and believe that the matters therein are true, and on that ground allege that the matters stated therein are true.

Executed at San Francisco, California on February 27, 2024.

J. L. Kosby

DYLAN J. CROSBY

POS-010

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name, State Bar number, and address</i>) Navi Singh Dhillon SBN: 279537 PAUL HASTINGS LLP 101 California St 48th Floor San Francisco, CA 94105 TELEPHONE NO.: (415) 856-7000 FAX NO. (415) 856-7100 E-MAIL ADDRESS ATTORNEY FOR (<i>Name</i>): Petitioner and Plaintiff: CALIFORNIA LAND STEWARDSHIP COUNCIL LLC</p>	<p>FOR COURT USE ONLY</p> <p>FILED</p> <p>MAR - 4 2024 <i>P</i></p> <p>SHASTA COUNTY SUPERIOR COURT BY: M. PARTRIDGE, DEPUTY CLERK</p>
<p>SHASTA COUNTY SUPERIOR COURT</p> <p>STREET ADDRESS: 1500 COURT ST CITY AND ZIP CODE: REDDING, CA 96001 BRANCH NAME:</p>	
<p>PLAINTIFF/PETITIONER: CALIFORNIA LAND STEWARDSHIP COUNCIL LLC DEFENDANT/RESPONDENT: COUNTY OF SHASTA and its BOARD OF SUPERVISORS</p>	
<p>PROOF OF SERVICE OF SUMMONS</p>	
<small>Ref. No. or File No.: 52864-00001</small>	

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.

2. I served copies of:

- a. Summons
- b. Complaint
- c. Alternative Dispute Resolution (ADR) package
- d. Civil Case Cover Sheet
- e. Cross-Complaint
- f. other (*specify documents*): FIRST AMENDED VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT

3. a. Party served (*specify name of party as shown on documents served*):

County of Shasta

- b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (*specify name and relationship to the party named in item 3a*):

Kristin Gulling-Smith - Staff Services Analyst

4. Address where the party was served: **1450 Court St
Redding, CA 96001-1683**

5. I served the party (*check proper box*)

- a. by **personal service**. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (*date*): 2/29/2024 (2) at (*time*): 1:42 PM
- b. by **substituted service**. On (*date*): at (*time*): I left the documents listed in item 2 with or in the presence of (*name and title or relationship to person indicated in item 3*):
 - (1) (**business**) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him of her of the general nature of the papers.
 - (2) (**home**) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) (**physical address unknown**) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him of her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., §415.20). I mailed the documents on (*date*): from (*city*):
 or a declaration of mailing is attached.
 - (5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

By Fax

PETITIONER: CALIFORNIA LAND STEWARDSHIP COUNCIL LLC	CASE NUMBER: 204273
RESPONDENT: COUNTY OF SHASTA and Its BOARD OF SUPERVISORS	

- c. by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
 - (3) with two copies of the Notice and Acknowledgment of Receipt and a postage-paid return envelope addressed to me. (Attach completed Notice and Acknowledgement of Receipt.) (Code Civ. Proc., § 415.30.)
 - (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. by other means (specify means of service and authorizing code section):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. as an individual defendant.
- b. as the person sued under the fictitious name of (specify):
- c. as occupant.
- d. On behalf of County of Shasta

under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input checked="" type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

a. Name: Amonie R. Thorne - Nationwide Legal, LLC REG: 12-234648

b. Address: 1609 James M Wood Blvd. Los Angeles, CA 90015

c. Telephone number: (213) 249-9999

d. The fee for service was: \$ 448.70

e. I am:

- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) registered California process server:
 - (i) owner employee independent contractor.
 - (ii) Registration No.: 000238
 - (iii) County: Shasta

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: 2/29/2024

N Nationwide Legal, LLC
1609 James M Wood Blvd.
Los Angeles, CA 90015
(213) 249-9999
www.nationwideasap.com

Amonie R. Thorne

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

(SIGNATURE)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SHASTA**

HON. STEPHEN H BAKER

Dept. 64/bar

24CV-0204273

CALIFORNIA LAND STEWARDSHIP COUNCIL, LLC

VS.

COUNTY OF SHASTA AND ITS BOARD OF SUPERVISORS

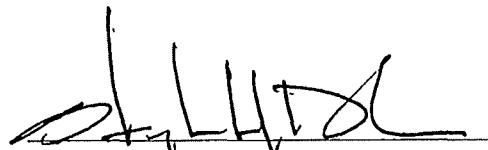
NATURE OF PROCEEDINGS: ORDER SETTING STATUS CONFERENCE

UPON THE COURT'S OWN MOTION, this matter is set for Review regarding status of the writ on Monday, May 13, 2024, at 9:00 a.m., in Department 64.

The parties are ordered to meet and confer and provide the Court with a proposed briefing and hearing schedule at least five (5) days prior to said Review hearing. At the Review hearing the parties should be prepared to address: 1) status of service; 2) confirm all parties have appeared; and 4) provide the Court with a proposed briefing schedule and available dates for a hearing on the Petition.

Petitioner is ordered to serve a copy of this order on all parties and to file proof of service thereof with the Court at least (5) days prior to said Review hearing.

Dated: March 11, 2024



STEPHEN H BAKER
Judge of the Superior Court

CERTIFICATE OF MAILING
State of California, County of Shasta

I, the undersigned, certify under penalty of perjury under the laws of the State of California that I am a deputy clerk of the above-entitled court and not a party to the within action; that I mailed a true and correct copy of the above to each person listed below, by depositing same in the United States Post Office in Redding, California, enclosed in sealed envelopes with postage prepaid.

PAUL HASTINGS LLP 101 CALIFORNIA STREET, 48TH FLOOR, SAN FRANCISCO, CA 94111

Dated: March 12, 2024



B. Bui
Deputy Clerk

FILED

MAR 21 2024 *ew*

SHASTA COUNTY SUPERIOR COURT
BY: E. WIECHMAN, DEPUTY CLERK

1 NAVI SINGH DHILLON (SBN 279537)
navidhillon@paulhastings.com
2 CHRISTOPHER J. CARR (SBN 184076)
chriscarr@paulhastings.com
3 DYLAN J. CROSBY (SBN 299536)
dylancrosby@paulhastings.com
4 LUCAS V. GRUNBAUM (SBN 314180)
lucasgrunbaum@paulhastings.com
5 PAUL HASTINGS LLP
101 California Street, 48th Floor
6 San Francisco, California 94111
Telephone: (415) 856-7000
7

8 Attorneys for Petitioner and Plaintiff
9 CALIFORNIA LAND STEWARDSHIP
10 COUNCIL LLC
11

12 SUPERIOR COURT OF CALIFORNIA
13
14
15 COUNTY OF SHASTA

16 CALIFORNIA LAND STEWARDSHIP
17 COUNCIL LLC,
18

Petitioner and Plaintiff,

19 v.
20

COUNTY OF SHASTA and its BOARD OF
21 SUPERVISORS,
22

Respondents and Defendants.

Case No. 24-CV-204273

**NOTICE RE ORDER SETTING STATUS
CONFERENCE**

Action Filed: February 13, 2024
Trial Date: None set

By Fax

1 Please take notice that the Court has entered an order setting a Status Conference in this
2 action for May 13, 2024, at 9:00 a.m., in Department 64. A true and correct copy of the Court's
3 Order Setting Status Conference is attached hereto as **Exhibit A**.

4

5 DATED: March 19, 2024

PAUL HASTINGS LLP

6

7 By: 
NAVI SINGH DHILLON

8

9 Attorneys for Petitioner and Plaintiff
10 CALIFORNIA LAND STEWARDSHIP
11 COUNCIL LLC

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EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SHASTA**

HON. STEPHEN H BAKER

Dept. 64/bar

24CV-0204273

CALIFORNIA LAND STEWARDSHIP COUNCIL, LLC

VS.

COUNTY OF SHASTA AND ITS BOARD OF SUPERVISORS

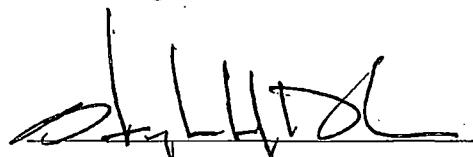
NATURE OF PROCEEDINGS: ORDER SETTING STATUS CONFERENCE

UPON THE COURT'S OWN MOTION, this matter is set for Review regarding status of the writ on Monday, May 13, 2024, at 9:00 a.m., in Department 64.

The parties are ordered to meet and confer and provide the Court with a proposed briefing and hearing schedule at least five (5) days prior to said Review hearing. At the Review hearing the parties should be prepared to address: 1) status of service; 2) confirm all parties have appeared; and 4) provide the Court with a proposed briefing schedule and available dates for a hearing on the Petition.

Petitioner is ordered to serve a copy of this order on all parties and to file proof of service thereof with the Court at least (5) days prior to said Review hearing.

Dated: March 11, 2024



STEPHEN H BAKER
Judge of the Superior Court

CERTIFICATE OF MAILING

State of California, County of Shasta

I, the undersigned, certify under penalty of perjury under the laws of the State of California that I am a deputy clerk of the above-entitled court and not a party to the within action; that I mailed a true and correct copy of the above to each person listed below, by depositing same in the United States Post Office in Redding, California, enclosed in sealed envelopes with postage prepaid.

PAUL HASTINGS LLP 101 CALIFORNIA STREET, 48TH FLOOR, SAN FRANCISCO, CA 94111

Dated: March 12, 2024


B. Bui
Deputy Clerk

PROOF OF SERVICE

I am employed in the City of San Francisco and County of San Francisco, State of California. I am over the age of 18, and not a party to the within action. My business address is 101 California Street, Forty-Eighth Floor, San Francisco, CA 94111.

On March 20, 2024, I served the foregoing document(s) described as:

NOTICE RE ORDER SETTING STATUS CONFERENCE

on the interested parties as follows:

Kristin Gulling-Smith
Staff Services Analyst
County of Shasta
1450 Court Street
Redding, CA 96001-1683

VIA U.S. MAIL:

- I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice such sealed envelope(s) would be deposited with the U.S. postal service on March 20, 2024 with postage thereon fully prepaid, at San Francisco, California.

I declare under penalty of perjury under the laws of the State of California
that the above is true and correct.

Executed on March 20, 2024, at San Francisco, California.

Ken Hartley

Ken Hartley